

BANNER & WITCOFF, LTD.

10 South Wacker Drive

Suite 3000

Chicago, Illinois 60606

312-463-5000

Charles W. Shifley

Binal J. Patel

Intellectual Property Attorneys for DPH Holdings Corp., et al.,
Reorganized Debtors

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----	x
In re	:
DPH HOLDINGS CORP., <u>et al.</u> ,	:
Debtors.	:
-----	x

: Chapter 11

: Case No. 05-44481 (RDD)

: (Jointly Administered)

LIST OF EXHIBITS TO THE SEVENTH AND FINAL APPLICATION OF BANNER &
WITCOFF, LTD., INTELLECTUAL PROPERTY COUNSEL TO DPH HOLDINGS
CORPORATION, SEEKING ALLOWANCE AND PAYMENT OF COMPENSATION
AND REIMBURSEMENT OF EXPENSES UNDER 11

U.S.C. SECTIONS 330 AND 331

EXHIBIT F

Hearing Date and Time: June 21, 2007, 10:00 a.m.
Objection Deadline: June 14, 2007, 4:00 p.m.

BANNER & WITCOFF, LTD.
10 South Wacker Drive
Suite 3000
Chicago, Illinois 60606
312-463-5000
Charles W. Shifley
Binal J. Patel

Intellectual Property Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
----- X

NOTICE OF FOURTH INTERIM APPLICATION OF BANNER & WITCOFF, LTD.,
INTELLECTUAL PROPERTY COUNSEL TO DELPHI CORPORATION, SEEKING
ALLOWANCE AND PAYMENT OF INTERIM COMPENSATION AND
REIMBURSEMENT OF EXPENSES UNDER 11 U.S.C. SECTIONS 300 AND 331, AND
HEARING ON JUNE 21, 2007, AND OBJECTION DEADLINE ON JUNE 14, 2007

PLEASE TAKE NOTICE that on March 23, 2007 Banner & Witcoff, Ltd., intellectual property counsel for Delphi Corporation, and a Retained Professional, filed a fourth interim application seeking a fourth interim allowance and payment of compensation and reimbursement of expenses under 11 U.S.C. Sections 330 and 331, for the period from October 1, 2006 through January 31, 2007 together with the following exhibits: A, Summary sheet; B, Certification; C, Banner Retention Order; D, Shifley Affidavit; E and F, Banner engagement letters; G, H, I, and J, Banner Invoices; K, L, M, N, records of notices to those entitled to receive same; and O, proposed order on the application.



054448107032300000000010

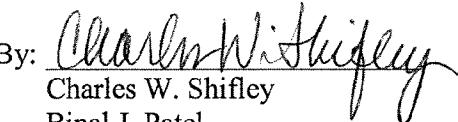
PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the application will be held on June 21, 2007, at 10:00 a.m. (Prevailing Eastern Time) (the "Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the application must be made by June 14, 2007 before 4:00 p.m. (Prevailing Eastern Time) and in accordance with the required procedures of the Court.

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Order under 11 U.S.C. Section 331 Establishing Procedures For Interim Compensation and Reimbursement of Expenses for Professionals will be considered by the Bankruptcy Court at the Hearing. If no objections to the application are timely made and served in accordance with the procedures set forth herein and in the Interim Order, the Bankruptcy Court may enter an order granting the application without further notice.

Dated: Chicago, Illinois
March 23, 2007

BANNER & WITCOFF, LTD.

By: 
Charles W. Shifley
Binal J. Patel
10 South Wacker Drive
Suite 3000
Chicago, Illinois 60606
(312) 463-5000

BANNER & WITCOFF, LTD.
10 South Wacker Drive
Suite 3000
Chicago, Illinois 60606
312-463-5000
Charles W. Shifley
Binal J. Patel

Intellectual Property Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
:
In re : Chapter 11
:
DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
-----X

FOURTH INTERIM APPLICATION OF BANNER & WITCOFF, LTD.,
INTELLECTUAL PROPERTY COUNSEL TO DELPHI CORPORATION, SEEKING
ALLOWANCE AND PAYMENT OF INTERIM COMPENSATION AND
REIMBURSEMENT OF EXPENSES UNDER 11 U.S.C. SECTIONS 330 AND 331

Banner & Witcoff, Ltd. ("Banner"), intellectual property counsel for Delphi Corporation ("Delphi"), and a Retained Professional, submits this fourth interim application seeking a fourth interim allowance and payment of compensation and reimbursement of expenses under 11 U.S.C. §§330 and 331, for the period from October 1, 2006 through January 31, 2007 ("the Application Period").

STATEMENT AT THE OUTSET PURSUANT TO GUIDELINES

Banner submits this interim application for (a) allowance of compensation for 219.10 hours of professional legal professional services provided by Banner to Delphi, in the amount of \$85,631.00 and (b) reimbursement of actual and necessary charges and

disbursements incurred by Banner in the amount of \$1,762.24, for a total of \$87,393.24, in the rendition of required legal, intellectual property professional services on behalf of Delphi in the time period of October 1, 2006 through January 31, 2007.

SUMMARY SHEET AND CERTIFICATION

A Summary Sheet is attached as Exhibit A. A Certification is attached as Exhibit B.

CONTINUED APPLICATION

In support of this fourth interim application, Banner further represents as follows:

BACKGROUND

1. On October 8, 2005, Delphi and certain of its United States (“U.S.”) subsidiaries (the “Initial Filers”) filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). (On October 14, 2005, three additional U.S. subsidiaries of Delphi (collectively with the Initial Filers, the “Debtors”) filed voluntary petitions for relief under the Bankruptcy Code. The Debtors continue to operate their businesses as “debtors-in-possession” under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code and orders of the Bankruptcy Court.

RETENTION OF BANNER

2. On January 3, 2006, pursuant to an application dated December 6, 2005, the Bankruptcy Court entered an order titled “Order under 11 U.S.C. §§327(3) and 1107(b) and Fed.R.Bankr.P. 2014 Authorizing Employment and Retention of Banner & Witcoff, Ltd. as Intellectual Property Counsel to Debtors (“Banner Retention Order”),”

(Docket No. 1708) Exhibit C, and thereby granted the Debtors' request to employ Banner as intellectual property counsel under sections 327(e) and 1107(b) of the Bankruptcy Code and Rule 2014 of the Federal Rules of Bankruptcy Procedure, with approval of such employment being effective as of the Petition Date, October 8, 2005.

EVENTS BEFORE THE APPLICATION PERIOD,
INCLUDING IDENTIFICATION OF LITIGATION THAT GIVES RISE TO THIS
APPLICATION AND BANNER'S TERMS AND CONDITIONS OF ENGAGEMENT
IN REPRESENTING DELPHI IN THE LITIGATION

(This description is abbreviated. Please see past Banner fee applications for more information on periods before the application period.)

3. Delphi is a defendant in two civil actions for patent infringement in which Banner lawyers have represented Delphi from before the Petition Date. These are (a) Automotive Technologies International, Inc. ("ATI") v. BMW North America, Inc., et al., Appeal No. 06-1013 (Federal Circuit September 29, 2005) and its underlying case, Civil Action No. 01-71700 (April 30, 2001), and (b) Automotive Technologies International, Inc. v. Delphi Automotive Systems Corporation, et al., Civil Action No. 04-72035 (E.D.Mich. April 30, 2005). Together, these cases as routinely called the "ATI" cases by Banner.

4. Banner was retained to represent Delphi in the ATI cases by an exchange of letters of engagement described in paragraph 10 of an Affidavit of Charles W. Shifley filed in support of the application for retention of Banner, Exhibit D. See also Exhibits E and F, the subject letters of engagement. These letters reflect voluntary accommodations to Delphi including discounted rates and rates fixed over time.

5. Civil Action No. 04-72035 was stayed during the pendency of Appeal No. 06-1013 and remains stayed by District Court order.

6. Delphi has an indemnity agreement with General Motors Corporation implicated in the identified civil actions for patent infringement. Pursuant to the agreement, at Delphi expense, Banner represents and has represented General Motors Corporation in these actions as well as Delphi.

**EVENTS BEFORE THE APPLICATION PERIOD
CAUSING NECESSARY AND REASONABLE SERVICES AND DISBURSEMENTS**

7. On November 14, 2005, Delphi served the appellate court and its opponent in the identified appeal with its Suggestion of Bankruptcy and Notice of Operation of Automatic Stay.

8. On December 13, 2005, the appellate court issued an order temporarily staying briefing in the appeal and directing Delphi and its opponent to file status reports every sixty (60) days concerning whether this Bankruptcy Court has lifted the stay. Banner represented Delphi in response.

9. In a period from about January to about June, 2006, Banner represented Delphi in mediating the case. Mediation was not successful.

10. In July, 2006, Banner dealt with a court order lifting the stay and scheduling appellate briefing.

11. In July, 2006, and continuing in August, 2006, Banner began and continued drafting of a required appellate brief.

**EVENTS DURING THE APPLICATION PERIOD
CAUSING NECESSARY AND REASONABLE SERVICES AND DISBURSEMENTS**

12. In October, November, and through December 13, 2006, Banner continued drafting of the required appellate brief, through its complete drafting, and supervised its printing, filing and service. The drafting included extended, detailed

analysis of the appellant's brief, a cross-appellants' brief, a draft co-appellee's brief, and all related case law and the factual record, as well as co-ordination with Delphi and General Motors in-house counsel, and co-appellee's counsel.

13. In December 2006 and January, 2007, after December 13, 2006 and through January 31, 2007, Banner studied co-counsel's appellate brief, handled a rejection of the Delphi brief that was mistaken, studied appellant's reply brief, and began preparation for oral argument. The preparation for oral argument included extended, detailed analysis of the allegations of appellant's reply, related case law and the factual record, as well as communications with Delphi and General Motors in-house counsel, and appellate counsel for all other parties.

**COMPLIANCE BY BANNER'S INVOICES NOS. 1636430, 1638732, 1642565 and
1645264 WITH 11 U.S.C. 330, THE INTERIM COMPENSATION ORDER AND FEE
GUIDELINES**

14. This application and Banner's invoices Nos. 1636430, 1638732, 1642565 and 1645264, Exs. G, H, I and J comply with 11 U.S.C. 330, the Interim Compensation Order (Docket No. 869), as amended by supplemental orders (Docket Nos. 2747, 2986, 3630 and 4545) ("the Fee Order") and the U.S. Trustee Fee Guidelines, the Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases, and the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases (together, "The Guidelines"), to the best of Banner's ability to provide compliance, and in that they contain all required information and are for necessary and reasonable services and disbursements provided to Delphi in the ATI cases.

15. The Certifying Professional certifies this application as in his Certification, Exhibit B.

16. Further, among other matters, lists of the individuals who provided services during the statement periods are at page 2 of Invoice 1636430, page 4 of Invoice 1638732, page 6 of Invoice 1642565 and page 3 of Invoice 1645264, Exs. G, H, I and J, and in the Summary Sheet, Exhibit A. All listed individuals other than Mr. Rechtien are attorneys. Mr. Rechtien is a law clerk.

17. The Banner invoices also comply in that respective billing rates, aggregate hours, and reasonably detailed breakdowns of disbursements, and contemporaneously maintained time entries for each individual in increments of tenths (1/10) of an hour are all part of the invoices.

18. The Banner invoices also comply in that disbursements are billed at rates and in accordance with practices customarily employed by the applicant and generally accepted by the applicant's clients, and the disbursements, for photocopies, both internal and external, telecommunications, both toll charges and facsimile transmissions, courier and freight, printing, court reporter and transcripts, messenger services, computerized research, out of town travel expenses, word processing, secretarial and other staff services, cellular telephones, overtime expenses, local and daytime meals, local transportation, and all other disbursements, satisfy the requirements of The Guidelines.

19. Banner believes its invoices and this application also comply with all other aspects of the Fee Order and all applicable laws, rules, orders, guidelines and the like. To any extent there is any technical noncompliance, Banner respectfully requests a waiver for any such matter.

ALL REQUIRED NOTICES HAVE BEEN PROVIDED; THERE HAS BEEN NO
OBJECTION

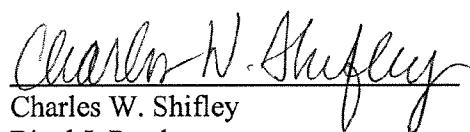
20. Banner has provided all required notices pursuant to the Fee Order, including serving monthly statements under paragraph 2(a) of the Order, except as relieved by Fee Committee communication that Fee Committee members do not want papers, by serving this fee application under paragraph 2(a) of the Order, and by serving an e-mail notice of the filing of this application and a listing of exhibits filed in support of it on the 2002 Entities List pursuant to paragraph 8 of the Order. See Exhibits K and L.

CONCLUSION

WHEREFORE, Banner respectfully requests that the Court (a) enter an order allowing interim compensation of \$85,631.00 to Banner for necessary and reasonable professional services rendered as attorneys for the Debtors during the application period, plus reimbursement of actual and necessary charges and disbursements incurred in the sum of \$1,762.24 for a total sum of \$87,393.24 and, (b) grant such other and further relief as is just and equitable under the circumstances.

A proposed order is attached at Exhibit M.

Respectfully submitted,


Charles W. Shifley
Binal J. Patel
Banner & Witcoff, Ltd.
10 South Wacker Drive
Suite 3000
Chicago, Illinois 60606
Telephone: (312) 463-5000
Facsimile: (312) 463-5001

BANNER & WITCOFF, LTD.
10 South Wacker Drive
Suite 3000
Chicago, Illinois 60606
312-463-5000
Charles W. Shifley
Binal J. Patel

Intellectual Property Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

In re :
: Chapter 11
: Case No. 05-44481 (RDD)
DELPHI CORPORATION, et al. :
:
Debtors. : (Jointly Administered)
:
-----X

LIST OF EXHIBITS TO THE FOURTH INTERIM APPLICATION OF BANNER &
WITCOFF, LTD., INTELLECTUAL PROPERTY COUNSEL TO DELPHI
CORPORATION, SEEKING ALLOWANCE AND PAYMENT OF INTERIM
COMPENSATION AND REIMBURSEMENT OF EXPENSES UNDER 11
U.S.C. SECTIONS 330 AND 331

Banner & Witcoff, Ltd. (“Banner”), intellectual property counsel for Delphi Corporation (“Delphi”), and a Retained Professional, submits this list of exhibits to its identified fee application:

Exhibit A - Summary Sheet.

Exhibit B - Certification.

Exhibit C - Order under 11 U.S.C. §§327(3) and 1107(b) and Fed.R.Bankr.P.

2014 Authorizing Employment and Retention of Banner & Witcoff, Ltd. as Intellectual Property Counsel to Debtors (“Banner Retention Order”).

Exhibit D - Affidavit of Charles W. Shifley filed in support of the application for retention of Banner.

Exhibit E - First Letter of Engagement of Banner & Witcoff, Ltd.

Exhibit F - Second Letter of Engagement of Banner & Witcoff, Ltd.

Exhibit G - Banner's Invoice No. 1636430

Exhibit H - Banner's Invoice No. 1638732

Exhibit I - Banner's Invoice No. 16342565

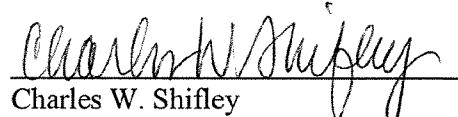
Exhibit J - Banner's Invoice No. 1645264

Exhibit K - Proofs of service of Banner invoices

Exhibit L - Proof of service of this list of exhibits.

Exhibit M - Proposed Order.

Respectfully submitted,



Charles W. Shifley
Binal J. Patel
Banner & Witcoff, Ltd.
10 South Wacker Drive
Suite 3000
Chicago, Illinois 60606
Telephone: (312) 463-5000
Facsimile: (312) 463-5001

Exhibit A

BANNER & WITCOFF, LTD.
10 South Wacker Drive
Suite 3000
Chicago, Illinois 60606
312-463-5000
Charles W. Shifley
Binal J. Patel

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

In re	:	Chapter 11
DELPHI CORPORATION, et al.	:	Case No. 05-44481 (RDD)
Debtors.	:	(Jointly Administered)

-----X

SUMMARY SHEET

FOR FOURTH INTERIM APPLICATION OF BANNER & WITCOFF, LTD.,
INTELLECTUAL PROPERTY COUNSEL TO DELPHI CORPORATION, SEEKING
ALLOWANCE AND PAYMENT OF INTERIM COMPENSATION AND
REIMBURSEMENT OF EXPENSES UNDER 11 U.S.C. SECTIONS 330 AND 331

Banner & Witcoff, Ltd. (“Banner”), intellectual property counsel for Delphi Corporation (“Delphi”), and a Retained Professional, submits this Summary Sheet in support of its fourth interim application seeking a fourth interim allowance and payment of compensation and reimbursement of expenses under 11 U.S.C. §§330 and 331 for the period from October 1, 2006 through January 31, 2007 (“the Application Period”).

**TOTAL COMPENSATION AND EXPENSES REQUESTED AND ANY AMOUNT(S)
PREVIOUSLY REQUESTED**

Requested: \$87,393.24
Previously Requested: \$123,885.42

**TOTAL COMPENSATION AND EXPENSES PREVIOUSLY
AWARDED BY THE COURT**

Total Previously Awarded: Same as requested

**NAME AND APPLICABLE BILLING RATE FOR EACH PERSON WHO BILLED TIME
DURING THE PERIOD, AND DATE OF BAR
ADMISSION FOR EACH ATTORNEY**

Charles W. Shifley	\$435.00	1976
Binal J. Patel	\$320.00	1996
Ted Field	\$215.00	2002
Timothy J. Rechtien	\$185.00	Law Clerk

**TOTAL HOURS BILLED AND TOTAL AMOUNT OF BILLING FOR EACH PERSON WHO
BILLED TIME DURING BILLING PERIOD**

Charles W. Shifley	172.5	hours	\$ 75,037.50
Binal J. Patel	8.3	hours	\$ 2,656.00
Ted Field	28.4	hours	\$ 6,106.00
Timothy J. Rechtien	9.9	hours	\$ 1,831.50

COMPUTATION OF BLENDED HOURLY RATE FOR PERSONS WHO BILLED TIME
DURING PERIOD, EXCLUDING PARALEGAL OR OTHER
PARAPROFESSIONAL TIME

Blended hourly rate: \$310.00 per hour

Respectfully submitted,



Charles W. Shifley
Banner & Witcoff, Ltd.
10 South Wacker Drive
Suite 3000
Chicago, Illinois 60606
Telephone: (312) 463-5000
Facsimile: (312) 463-5001

Exhibit B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-X

In re : Chapter 11
DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
-X

CERTIFICATION FOR
FOURTH INTERIM APPLICATION OF BANNER & WITCOFF, LTD., INTELLECTUAL
PROPERTY COUNSEL TO DELPHI CORPORATION, SEEKING ALLOWANCE AND
PAYMENT OF INTERIM COMPENSATION AND REIMBURSEMENT OF EXPENSES
UNDER 11 U.S.C. SECTIONS 330 AND 331

I, Charles W. Shifley, as the "Certifying Professional" for Banner & Witcoff, Ltd.
(“Banner”), intellectual property counsel for Delphi Corporation (“Delphi”), and a Retained
Professional, certify as follows:

1. I have read the Fourth Interim Application of Banner & Witcoff, Ltd., Intellectual
Property Counsel to Delphi Corporation, Seeking Allowance and Payment of Interim
Compensation and Reimbursement of Expenses Under 11 U.S.C. Sections 330 and 331 (“the
First Interim Banner Application”).

FURTHER CERTIFICATIONS PURSUANT TO THE AMENDED GUIDELINES FOR FEES
AND DISBURSEMENTS FOR PROFESSIONALS IN SOUTHERN DISTRICT OF NEW
YORK BANKRUPTCY CASES

2. To the best of my, the Certifying Professional’s knowledge, information and
belief formed after reasonable inquiry, the fees and disbursements sought in the Fourth Interim
Banner Application fall within the Amended Guidelines for Fees and Disbursements for
Professionals in Southern District of New York Bankruptcy Cases (“the Amended Guidelines”)

and the UST Guidelines, except as specifically noted in this certification and described in Banner's fee application (there are no exceptions).

3. To the best of my, the Certifying Professional's knowledge, information and belief formed after reasonable inquiry, except to the extent that fees or disbursements are prohibited by the Amended Guidelines or the UST Guidelines, the fees and disbursements sought are billed at rates and in accordance with practices customarily employed by the applicant, Banner, and generally accepted by the applicant's clients.

4. To the best of my, the Certifying Professional's knowledge, information and belief formed after reasonable inquiry, in providing reimbursable service, the applicant does not make a profit on the service, whether the service is performed by the applicant in-house or through a third party.

5. To the best of my, the Certifying Professional's knowledge, information and belief formed after reasonable inquiry, the trustee, and in this chapter 11 case, the chair of each official committee and the debtor have all been provided not later than 20 days after the end of each month with a statement of fees and disbursements accrued during such month. The statements provided contain a list of professionals and paraprofessionals providing services, their respective billing rates, the aggregate hours spent by each professional and paraprofessional, a general description of the services rendered, a reasonably detailed breakdown of the disbursements incurred and an explanation of billing practices.

6. To the best of my, the Certifying Professional's knowledge, information and belief formed after reasonable inquiry, the trustee, and in this chapter 11 case, the chair of each official committee and the debtor have all been provided with a copy of the relevant fee

application at least 10 days before the date set by the court or any applicable rules for filing fee applications.

**FURTHER CERTIFICATIONS PURSUANT TO THE GUIDELINES FOR FEES AND
DISBURSEMENTS FOR PROFESSIONALS IN SOUTHERN DISTRICT OF NEW YORK
BANKRUPTCY CASES**

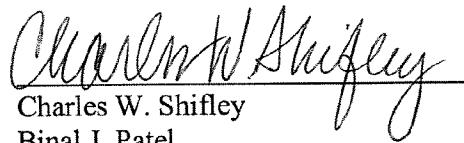
7. To the best of my, the Certifying Professional's knowledge, information and belief formed after reasonable inquiry, the Fourth Interim Banner Application complies with the mandatory guidelines set forth in the Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases.

8. The Certifying Professional is unable to certify that the trustee, debtor, or chair of each official committee (as to each respective committee's professionals) has reviewed the fee application and has approved it. (There are no known objections.)

9. To the best of my, the Certifying Professional's knowledge, information and belief formed after reasonable inquiry, in charging for a particular service, the applicant does not include in the amount for which reimbursement is sought the amortization of the cost of any investment, equipment or capital outlay.

10. To the best of my, the Certifying Professional's knowledge, information and belief formed after reasonable inquiry, in seeking reimbursement for a service which the applicant justifiably purchased or contracted for from a third party (such as temporary paralegal or secretary services, or messenger service), the applicant requests reimbursement only for the amount billed to the applicant by the third-party vendor and paid by the applicant to such vendor.

Respectfully submitted,



Charles W. Shifley
Binal J. Patel
Banner & Witcoff, Ltd.
10 South Wacker Drive
Suite 3000
Chicago, Illinois 60606
Telephone: (312) 463-5000
Facsimile: (312) 463-5001

Exhibit C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
In re : Chapter 11
DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
-----x

ORDER UNDER 11 U.S.C. §§ 327(e) AND 1107(b) AND FED. R. BANKR. P. 2014
AUTHORIZING EMPLOYMENT AND RETENTION OF BANNER & WITCOFF, LTD.
AS INTELLECTUAL PROPERTY COUNSEL TO DEBTORS

("BANNER RETENTION ORDER")

Upon the application, dated December 6, 2005 (the "Application"), of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order"), pursuant to 11 U.S.C. §§ 327(e) and 1107(b) and Fed. R. Bankr. P. 2014, authorizing the employment and retention of Banner & Witcoff, Ltd. ("Banner") as an intellectual property counsel to the Debtors; and upon the Affidavit of Charles W. Shifley, sworn to December 6, 2005, in support of the Application (the "Shifley Affidavit"); and this Court being satisfied with the representations made in the Application and the Shifley Affidavit that Banner does not represent or hold any interest adverse to any of the Debtors' estates or the Debtors with respect to the matters on which Banner is to be employed, and that Banner's employment is necessary and would be in the best interests of each of the Debtors' estates; and it appearing that proper and adequate notice has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is GRANTED.
2. The Debtors' employment of Banner as intellectual property counsel, pursuant to the Application, is approved under sections 327(e) and 1107(b) of the Bankruptcy Code and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), with approval of such employment being effective as of the Petition Date, October 8, 2005.
3. Banner shall be compensated in accordance with the standards and procedures set forth in sections 330 and 331 of the Bankruptcy Code and all applicable Bankruptcy Rules, Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Rules"), guidelines established by the Office of the United States Trustee, and further orders of this Court. Without limiting the foregoing, Banner shall make reasonable efforts to ensure that the Debtors' estates are not charged for any duplication of work with the other professionals retained in these cases.
4. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Final Order.
5. The requirement under Local Rule 9013-1(b) for the service and filing of a separate memorandum of law is deemed satisfied by the Application.

Dated: New York, New York
January 3, 2006

/s/ Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

Exhibit D

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x -----
In re : Chapter 11
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
----- x -----

AFFIDAVIT OF CHARLES W. SHIFLEY IN SUPPORT OF APPLICATION FOR ORDER
UNDER 11 U.S.C. §§ 327(e) AND 1107(b) AND FED. R. BANKR. P. 2014
AUTHORIZING EMPLOYMENT AND RETENTION OF BANNER & WITCOFF, LTD.
AS AN INTELLECTUAL PROPERTY COUNSEL TO DEBTORS

STATE OF ILLINOIS

COUNTY OF COOK

CHARLES W. SHIFLEY, being duly sworn, deposes and states as follows:

1. I am a shareholder and Vice President of the law firm of Banner & Witcoff, Ltd. ("Banner"), proposed intellectual property counsel for Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, the debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"). I am licensed to practice law principally in the State of Illinois. I am also licensed by the United States Patent and Trademark Office. I have nearly thirty years of successful experience in intellectual property matters, including patent litigation and counseling matters.

2. I submit this affidavit (the "Affidavit")¹ in support of the Application For Order Under 11 U.S.C. §§ 327(e) And 1107(b) And Fed R. Bankr. P. 2014 Authorizing

¹ Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Application.

Employment And Retention Of Banner & Witcoff, Ltd. As Intellectual Property Counsel To
Debtors (the "Application") nunc pro tunc to October 8, 2005, filed concurrently herewith.

3. The name, business address, and telephone number of Banner & Witcoff,
Ltd. are as follows:

Banner & Witcoff, Ltd.
10 South Wacker Drive
Chicago, Illinois 60606
312.463.5000

4. Banner is well qualified to assist the Debtors in the manner described in the Application. Banner is a nationally well-known and respected intellectual property law firm almost all of whose lawyers are experienced, registered patent lawyers with technical degrees. Banner has successfully represented Delphi and its predecessor, General Motors Corporation, in many patent infringement cases. Banner has also represented Delphi and its predecessor, General Motors Corporation, in other patent infringement counseling. Banner enjoys extensive experience in intellectual property law and cases in the Debtors' industry, including currently pending patent infringement cases against Debtors. Consequently, Banner can economically, successfully, and uniquely represent the Debtors in cases currently pending and similar intellectual property matters. Accordingly, the Debtors believe that Banner is well qualified to serve as an intellectual property counsel in these chapter 11 cases in an efficient and effective manner.

5. Also, Banner has advised the Debtors regarding other intellectual property matters. Based on the services that Banner has rendered to the Debtors, Banner is thoroughly familiar with certain intellectual property matters relating to the Debtors.

6. Generally, in connection with the Debtors' cases, Banner intends to provide to the Debtors with the following types of professional services:

- (a) representation, both currently and if any appeal were to follow, in Automotive Technologies International, Inc. v. BMW North America, Inc., et al., Appeal No. 06-1013 (Federal Circuit September 29, 2005) and its underlying case, Civil Action No. 01-71700 (April 30, 2001);
- (b) representation in Automotive Technologies International, Inc. v. Delphi Automotive Systems Corporation, et al., Civil Action No. 04-72035 (E.D.Mich. April 30, 2005), a patent infringement case that was stayed during the above-identified appeal;
- (c) preparation of legal opinions involving Debtors' claims relating to the Debtors' products and patents, as well as claims made by competitors;
- (d) representation of the Debtors for a broad scope of intellectual property law services.

7. In light of certain existing client representations on unrelated matters, the engagement of Skadden, Arps, Slate, Meagher, & Flom LLP ("Skadden, Arps") as the Debtors' bankruptcy counsel, the engagement of Shearman & Sterling LLP ("Shearman") as the Debtors' special counsel, the engagement of Togut, Segal & Segal LLP ("Togut") as the Debtors' conflicts counsel, and the engagement of other counsel for the Debtors, Banner will not be responsible for or undertake any representation with respect to (a) advising the Debtors concerning specific contracts and claims of certain of Banner's existing clients and (b) reviewing, interpreting, or commenting on the specific contracts and claims of certain of Banner's existing clients. These existing client relationships, and the scope of the carve-out from Banner's retention, are discussed more fully below.

8. It is Banner's understanding that the Debtors may request that Banner undertake specific matters beyond the limited scope of the responsibilities set forth above. Should Banner agree in its discretion to undertake any such matter, it is Banner's understanding that the Debtors will seek further order of this Court.

9. Banner is making efforts, together with the Debtors' other counsel to ensure that there is no duplication of effort or work between such firms and Banner. It is Banner's intention that the estates should receive the best value possible from the efficient coordination of work among its counsel. Banner believes that its lawyers and the rest of the lawyers retained in these cases have to date delineated clearly, and will continue to delineate clearly, the division of work between them, so as to avoid any duplication of effort and to maximize the efficiencies of the proposed arrangement.

10. Banner has in the past been employed and retained pursuant to certain engagement letters between the Debtors and Banner, dated October 7, 2004 and November 19, 2004 (together, the "Engagement Letters"), and pursuant to additional terms. The additional terms are that Banner agreed that its discounted hourly rates would remain in effect through the remainder of the cases that are subject to the Engagement Letters, the rates being subject to renegotiation three years after the Engagement Letters if the cases remained pending then. Banner also agreed to represent the Debtors in preparing legal opinions and other matters at standard hourly rates or for pre-agreed total charges.

11. Banner agrees to accept as compensation for the services rendered in connection with its representation of the Debtors compensation on the terms set forth in the Engagement Letters and the additional terms identified above.

12. Banner acknowledges that all amounts paid to Banner during these chapter 11 cases are subject to final allowance by this Court. In the event that any fees or expenses paid to Banner during these cases are disallowed by this Court, the fees and expenses will be disgorged by Banner and returned to the Debtors or as otherwise ordered by this Court.

13. Banner categorizes its billings by subject matter, in compliance with the applicable guidelines of the Office of the United States Trustee (the "U.S. Trustee Guidelines"). Banner acknowledges its compensation in the Debtors' cases is subject to approval of this Court in accordance with section 330 of the Bankruptcy Code, Bankruptcy Rule 2016, and the U.S. Trustee Guidelines.

14. Banner has conducted a check for conflicts of interest and other conflicts and connections with respect to the Debtors' bankruptcy cases. Banner maintains a database containing the names of current, former, and potential clients and other principal parties related to such clients. I caused Banner to review and analyze the conflict database to determine whether Banner has any connection with the principal parties-in-interest in these chapter 11 cases, using information provided to Banner by the Debtors and Skadden, Arps and information contained in the database, including (a) the names of the Debtors' prepetition lenders, (b) the names of significant creditors of the Debtors, and (c) the names of firms that the Debtors intend to or may employ during their chapter 11 cases.

15. Based upon this research, I have determined that Banner has in the past represented, currently represents, and will likely in the future represent certain of the Debtors' creditors and other parties-in-interest in matters unrelated to the Debtors or these chapter 11 cases. Banner has represented, currently represents, and will likely in the future represent, such creditors and other parties-in-interest, and their related entities, in such matters, including:

General Motors Corporation ("GM"), where Banner has been directed to do so by Delphi as a matter of assisting Delphi in meeting contractual indemnity obligations to GM, with the consent of both companies; Dura Automotive Systems, Inc.; Illinois Tool Works, Inc.; Cargill, Inc.; Allstate Insurance; AT&T, Nokia Corporation; John Hopkins University; Harley Davidson Motor Company; Circuit City Stores, Inc.; Microsoft Corporation; and Technitrol, Inc. I do not believe that the foregoing raises any actual or potential conflicts of interest of Banner relating to the representation of the Debtors in these chapter 11 cases, but such relationships are disclosed out of an abundance of caution.

16. It is my intention that if Banner becomes aware of any other connections of which it presently is unaware, Banner will bring them to the attention of this Court and the U.S. Trustee.

Charles W. Shifley
Charles W. Shifley

Sworn to before me
this 6th day of November, 2005
Kathy G. Kessling

Kathy G. Kessling
Notary Public

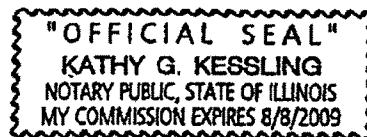


Exhibit E

DELPHI

Telephone: (248) 813-3369
Facsimile: (248) 813-1122

Via E-Mail

October 7, 2004

Mr. Charles Shifley
BANNER & WITCOFF, LTD.
10 South Wacker Drive, Suite 3000
Chicago, IL 60606

Re: ATI Patent Litigation

Dear Charles:

This confirms that Delphi Corporation has retained Banner & Witcoff to represent Delphi in the following patent infringement cases:

- 1) *Automotive Technologies International v. BMW of North America, et al.*
Case No. 01-CV-71700 (E.D. of MI), Delphi Matter No. 2001-000762 (ATI I); and
- 2) *Automotive Technologies International v. Delphi, et al.*
Case No. 04-60083 (E.D. of MI), Delphi Matter No. 2004-000564 (ATI II)

Except as provided herein, this engagement letter supercedes the previous engagement letter dated August 28, 2002, between Delphi and Banner & Witcoff for the ATI I matter.

I will be responsible for managing these matters and will be your direct contact at Delphi. Please include the Delphi file numbers shown above in all correspondence and invoices with this office. To the extent possible, we request that you bill activities on these matters separately. In situations where the time spent on activities for these matters cannot be conveniently distinguished, please bill commingled time to the ATI I matter. In the event that one or more of these actions become consolidated, we will inform you as to the Delphi matter number under which you should subsequently bill your time.

We have approved a four-person Banner & Witcoff attorney team to work on these matters. Banner & Witcoff has agreed to discount its regular hourly professional rates on these matters as listed below:

Delphi World Headquarters & Customer Center
5825 Delphi Drive, M/C 480-410-254, Troy, MI 48098-2815
william.Cosnowski.jr@delphi.com

Charles Shifley, Esq.
October 7, 2004
Page 2 of 3

<u>PROFESSIONAL</u>	<u>REGULAR HOURLY RATE</u>	<u>DISCOUNTED RATE</u>
Charles Shifley	\$455	\$435
Binal Patel	\$335	\$320
Matt Becker	\$310	\$295
Ted Field	\$220	\$215

Additionally, you agree that the discounted hourly rates will remain in effect through the remainder of these cases. Others from your firm may be necessary to assist us on this litigation, but you have agreed to obtain our written permission before engaging them. No fees will be paid for work performed by others before you have obtained our written permission.

Banner & Witcoff agrees to pay one hundred percent (100%) of the transportation expenses for travel to Detroit incurred by Banner & Witcoff team members on these matters. Additionally, Banner & Witcoff agrees to continue the practice of not billing Delphi for travel time on these matters.

You agree to continue to accrue a 5% credit on all professional billings for the ATI I matter as originally agreed in the engagement letter dated August 28, 2002.

You also agree to accrue a credit to Delphi in the amount of five percent (5%) of your professional billings on the ATI I matter to be used as payment by Delphi for services on any future matter, when and if we retain your firm. This credit shall accrue from the first dollar of ATI II fee billings but shall not vest until fee billings for the ATI II matter exceed \$1,000,000. Separate billing of these matters is essential for correct calculations of our credit. It is our intention to process your monthly billing statements promptly, but at times it may take forty-five days or more to process your bill once it has been received.

We expect that the Delphi team assigned to this case will be fully engaged. The Delphi team will manage the document collection, coding and preparation of document chronologies. We also plan to fully participate in discovery, motions, and strategies necessary to successfully defend and prosecute these actions. We wish to do everything we are able to do on these litigations in-house. To help us achieve this, we ask that before your team undertakes an activity, you first review it with us to see if we have the resources available. Please call Joe Papelian or me at any time if you believe we are not able to supply the support needed to successfully litigate these matters.

We expect that your hourly billable rates include all overhead and internal charges associated with your practice. A copy of our recently revised billing instructions and limitations is attached and incorporated into this engagement agreement by this reference. Any questions about billing procedures should be addressed to Michele Piscitelli, who can be reached at 248-813-2511.

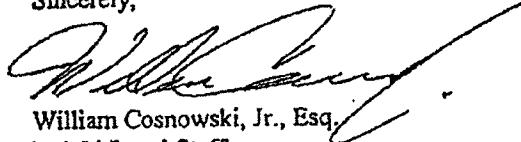
Charles Shifley, Esq.
October 7, 2004
Page 3 of 3

As you know, we view the relationship between our companies as a "partnership" in which we both work together and communicate well with each other, to serve the best interests of Delphi. Your dedicated work and willingness to provide creative fee arrangements that recognize the financial pressures of the automotive supplier industry has placed Banner & Witcoff on a select counsel list for Delphi's litigation matters.

We request that you endorse this engagement agreement below and return an executed copy for our records.

Please call if you have any questions.

Sincerely,



William Cosnowski, Jr., Esq.
Delphi Legal Staff

WC/cmp
Enclosure

Accepted this _____ day of _____, 2004.

By: _____
Charles Shifley, Esq.
BANNER & WITCOFF, LTD.

Exhibit F

TEN SOUTH WACKER DRIVE
CHICAGO, ILLINOIS 60606-7407



BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAW

TEL: 312.463.5000
FAX: 312.463.5001
www.bannerwitcoff.com

Charles W. Shifley
Direct Dial: (312) 463-5441
cshifley@bannerwitcoff.com

November 19, 2004

William Cosnowski, Jr., Esq.
Delphi World Headquarters - Legal Staff
Delphi Automotive Systems
5825 Delphi Drive
Troy, MI 48098-2815

Dear Will:

We have a few more changes for our engagement together in the ATI cases. Our principal issue is the term of engagement concerning fixing rates for the life of the engagement. We are cautious about the open-endedness of such a term. As an example, I have a case now that has lasted eleven years in district court, and has started into its second appeal. It has potential for several more years of proceedings.

Our primary intent is to maintain and strengthen our relationship. The discounts that are present in the lawyer hourly rates stated in your letter of October 7th are approximately 4% of standard rates. We expect to increase rates in February such that the discount for 2005 will conceivably increase to 8%. In addition, we are agreeing to the 5% credit and transportation terms.

Generally, we are against our rates being fixed. By the terms of your letter, Delphi is gaining significant advantage in receiving the 5% credit, especially with Delphi and the firm agreeing to the 5% being applied from \$1. Consistent with our primary intent but also our opposition to rate fixing, especially rate fixing for an indefinite and potentially long time, we can accept the hourly rates as stated in your letter, if fixed until the end of 2005, with rates thereafter being our standard rates. We also propose that the ATI II credit apply to the future litigation from when time billing for the future litigation starts.

We also suggest clarifying that the 5% credit currently accruing and continuing to accrue on ATI I will be for future patent application, patent opinion and other patent-related transactional representation. We also propose that the ATI II credit apply to the fees that accrue on a future litigation, applicable when that future litigation begins.

We also ask that Delphi provide us some flexibility in the attorneys who may represent Delphi in the two cases, by engaging with us in introducing Delphi to more attorneys than on the current list of approved attorneys, especially to possibly include some of our attorneys in our Washington, D.C. office.

CHICAGO
WASHINGTON, D.C.
BOSTON
PORTLAND, OR.

William Cosnowski, Jr., Esq.
Delphi World Headquarters - Legal Staff
November 19, 2004
Page 2

If you can accept these few modifications of the terms proposed in your letter of October 7, 2004, we have an agreement for engagement. I have held our billing for time back to September 1, 2004. I will now bill it at the agreed rates.

Very truly yours,


Charles W. Shifley

CWS/sls

Exhibit G



BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAW

Suite 3000
10 South Wacker Drive
Chicago, IL 60606

Tel: 312.463.5000
Fax: 312.463.5001
www.bannerwitcoff.com

FEIN # 36-4008943

Delphi Technologies, Inc.
Mr. Cosnowski
Legal Staff - Intell. Property
P.O. Box 5052
MC: 480-414-420
Troy, MI 48007-5052

Invoice Number 1636430
Invoice Date 11/08/06
Client Number 004588
Matter Number 00013

RE: 00013 Automotive Technologies v. BMW of North America, et al.
Case No. 01-71700
Delphi File No. 2001-000762 (ATI I)

FOR PROFESSIONAL SERVICES RENDERED THROUGH 10/31/06:

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>	
10/02/06	CWS	DELP36	Continued, extended drafting of brief	6.40
10/03/06	TLF	DELP36	Begin study of ATI's opening Appeal Brief to strategize regarding Delphi's responsive Brief.	1.30
10/03/06	CWS	DELP36	Continued drafting	4.20
10/04/06	CWS	DELP36	Continued drafting	2.20
10/05/06	TLF	DELP36	Continue study of ATI's opening Appeal Brief to strategize regarding Delphi's responsive Brief. Study District Court's Order granting summary judgment. Study case law cited by ATI in its opening Appeal Brief.	1.50

004588
00013
11/08/06Invoice Number 1636430
Page 2

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>	
10/17/06	CWS	DELP36	Continued drafting	3.60
10/18/06	CWS	DELP36	Continued drafting	2.60
10/25/06	BJP	DELP36	Continued review of Appellant's opening brief and identify legal issues and arguments requiring further research	1.50
10/27/06	TR	DELP12	Conduct legal research to determine the required burdens a plaintiff and defendant must meet in order to either win or defeat a motion for summary judgment of nonenablement	3.10
10/30/06	BJP	DELP36	Review ATI's appeal brief and Calsonic's cross-appeal brief and consider strategy for response including key arguments to be made and essential theme to be presented; coordinate with co-defendants regarding scheduling issues	1.30
11/30/06	CWS	DELP36	Continued drafting, including extended reading of the cross-appellants brief, emails to get access for Mr. Cosnowski, and co-ordination of continued drafting with Mr. Field and Mr. Patel	6.40
10/30/06	TLF	DELP36	Continue to study ATI's opening brief and case law cited therein to prepare to for strategy conference; strategy conference with Messrs. Shifley and Patel concerning Delphi's brief in response	1.40
TOTAL HOURS			35.50	

TIMEKEEPER TIME SUMMARY:

Timekeeper	Hours	Rate	Value
Ted Field	4.20	at \$215.00 =	903.00
Binal J. Patel	2.80	at \$320.00 =	896.00
Timothy J. Rechtien	3.10	at \$185.00 =	573.50
Charles W. Shifley	25.40	at \$435.00 =	11,049.00

004588
00013
11/08/06

Invoice Number 1636430
Page 3

CURRENT FEES 13,421.50

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Telephone charges 0.99 _____

CURRENT EXPENSES 0.99

TOTAL THIS MATTER 13,422.49

TOTAL AMOUNT THIS INVOICE US \$13,422.49

For wiring payment, please use the following bank information. SunTrust Bank, 1445 New York Avenue, N.W., Washington, DC 20005, (800) 947-3786; ABA Number: 061000104; Account Number: 514342. Please indicate client, matter and invoice numbers with wire remittance.

Exhibit H



BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAW

Suite 3000
10 South Wacker Drive
Chicago, IL 60606

Tel: 312.463.5000
Fax: 312.463.5001
www.bannerwitcoff.com

FEIN # 36-4008943

Delphi Technologies, Inc.
Mr. Cosnowski
Legal Staff - Intell. Property
P.O. Box 5052
MC: 480-414-420
Troy, MI 48007-5052

Invoice Number 1638732
Invoice Date 12/06/06
Client Number 004588
Matter Number 00013

RE: 00013 Automotive Technologies v. BMW of North America, et al.
Case No. 01-71700
Delphi File No. 2001-000762 (ATI I)

FOR PROFESSIONAL SERVICES RENDERED THROUGH 11/30/06:

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>	
11/03/06	TR	DELP12	Conduct legal research to locate cases to cite that determine the proper burdens for each party in a summary judgment motion for nonenforcement	2.10
11/06/06	CWS	DELP36	Requesting, getting, and briefly reviewing a Word form of the cross-appellants' brief, to be able to get the brief to Mr. Cosnowski	0.30
11/06/06	CWS	DELP36	Communication with Mr. Cosnowski by email and telephone to get him information and get information on our briefing	0.80
11/06/06	CWS	DELP36	Communications with General Motors as needed, including email with Ms. Hargitt and Ms. Lewis	0.60

004588
00013
12/06/06Invoice Number 1638732
Page 2

<u>Date</u>	<u>Tkpr</u>			<u>Hours</u>
11/06/06	CWS	DELP36	Extended continued writing of Delphi's appellee's brief	6.40
11/06/06	CWS	DELP36	Instructions to staff toward getting our appeal brief cover prepared as required by the court	0.60
11/07/06	CWS	DELP36	Continued extended writing of our brief	2.80
11/07/06	CWS	DELP36	Extended study of the case law as cited by ATI to assure nothing has been missed	3.40
11/07/06	CWS	DELP36	Extended editing of the draft brief	3.70
11/08/06	CWS	DELP36	Extended examination of the appendix prepared for the appeal to assure everything we need is there	1.40
11/08/06	CWS	DELP36	Continued extended editing of the brief	6.20
11/09/06	CWS	DELP36	Continued extended editing of the draft brief	7.40
11/10/06	TR	DELP12	Conduct legal research to locate better cases that determine the proper burdens for each party in a summary judgment motion for nonenablement	2.30
11/10/06	CWS	DELP36	Continued extended editing of the draft brief	5.30
11/13/06	CWS	DELP36	Continued extended editing of the draft brief	6.90
11/14/06	CWS	DELP36	Continued extended editing of the brief	7.30
11/15/06	BJP	DELP36	Detailed review and edit to draft appellee brief; review ATI's appeal brief in furtherance of ensuring appropriate arguments were being addressed	2.30
11/15/06	TLF	DELP36	Begin to study and analyze current draft of Delphi's responsive appellate brief to prepare to revise same	1.50
11/15/06	CWS	DELP36	Continued extended editing of the brief	3.60
11/16/06	TLF	DELP36	Continue studying and analyzing current draft of Delphi's responsive appellate brief to prepare to revise same	1.10

004588
00013
12/06/06Invoice Number 1638732
Page 3

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>	
11/16/06	CWS	DELP36	Continued extended editing	7.90
11/17/06	CWS	DELP36	Continued editing	0.60
11/17/06	CWS	DELP36	Preparation of an extended email of instructions and requests to Mr. Cosnowski to begin engaging in review of the draft brief	0.60
11/17/06	CWS	DELP36	Emails with a counsel for the cross-appellant to gain information on a rejection of their brief to prevent a similar rejection	0.50
11/17/06	CWS	DELP36	Email to get a third interim fee application started and completed by the deadline of November 30	0.20
11/17/06	TR	DELP36	Implement changes regarding summary judgment of nonenablement standards to appellate brief and review declaration of plaintiff's expert, Dix.	2.40
11/20/06	CWS	DELP36	Email to Mr. Cosnowski with a revised brief and report of Mr. Field improving it	0.40
11/20/06	CWS	DELP36	Instructions to Mr. Field to edit the brief further to cut its length where needed, and how to do it	0.60
11/20/06	CWS	DELP36	Continued editing of the brief, before releasing it to Mr. Field for shortening	3.60
11/22/06	CWS	DELP36	Preparation of the necessary Third Interim Fee Application of Banner & Witcoff	3.50
11/22/06	CWS	DELP36	Continued editing of our brief	3.80
11/24/06	TLF	DELP36	Edit draft of Delphi's appellee brief, focusing on condensing the Preliminary Statement Section	2.20
11/27/06	CWS	DELP36	Continued preparation of a third fee application	0.50
11/28/06	CWS	DELP36	Continued preparation of a third fee application	0.40

004588
00013
12/06/06Invoice Number 1638732
Page 4

<u>Date</u>	<u>Tkpr</u>			<u>Hours</u>
11/28/06	CWS	DELP36	Check on travel of and voicemail to Mr. Cosnowski	0.30
11/28/06	CWS	DELP36	Advising Mr. Patel of status of briefing activities to keep him current and get his co-ordinated input	0.30
11/29/06	CWS	DELP36	Conferral by telephone and e-mails with Mr. Cosnowski at Delphi	0.60
11/29/06	CWS	DELP36	Reading Mr. Cosnowski's editing of the brief	0.80
11/29/06	CWS	DELP36	Co-ordinating brief preparation with Mr. Patel	0.50
11/29/06	CWS	DELP36	Co-ordinating revisions for Mr. Cosnowski on his schedue with Mr. Field	0.40
11/29/06	CWS	DELP36	Completion of a third interim fee application, filing and service	0.50
1/29/06	TLF	DELP36	Study Mr. Cosnowski's comments to the draft of Delphi's appellee brief to prepare to incorporate them into the draft	0.30
11/30/06	CWS	DELP36	Continued editing of the brief after return of the draft brief from Mr. Field, at the request of Mr. Cosnowski	1.20
11/30/06	TLF	DELP36	Edit Delphi's appellee brief to incorporate Mr. Cosnowski's comments	1.50
TOTAL HOURS				99.60

TIMEKEEPER TIME SUMMARY:

Timekeeper	Hours	Rate	Value
Ted Field	6.60	at \$215.00 =	1,419.00
Binal J. Patel	2.30	at \$320.00 =	736.00
Timothy J. Rechtien	6.80	at \$185.00 =	1,258.00
Charles W. Shifley	83.90	at \$435.00 =	36,496.50

CURRENT FEES 39,909.50

004588

Invoice Number 1638732

00013

Page 5

12/06/06

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Photocopies at \$.10 per page	9.50
Telephone charges	15.84
	<hr/>
CURRENT EXPENSES	25.34
	<hr/>
TOTAL THIS MATTER	<u>39,934.84</u>
	<hr/>
TOTAL AMOUNT THIS INVOICE	<u>US \$39,934.84</u>

For wiring payment, please use the following bank information. SunTrust Bank, 1445 New York Avenue, N.W., Washington, DC 20005, (800) 947-3786; ABA Number: 061000104; Account Number: 514342. Please indicate client, matter and invoice numbers with wire remittance.

Exhibit I



BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAW

Suite 3000
10 South Wacker Drive
Chicago, IL 60606

Tel: 312.463.5000
Fax: 312.463.5001
www.bannerwitcoff.com

FEIN # 36-4008943

Delphi Technologies, Inc.
Mr. Cosnowski
Legal Staff - Intell. Property
P.O. Box 5052
MC: 480-414-420
Troy, MI 48007-5052

Invoice Number 1642565
Invoice Date 01/22/07
Client Number 004588
Matter Number 00013

RE: 00013 **Automotive Technologies v. BMW of North America, et al.**
Case No. 01-71700
Delphi File No. 2001-000762 (ATI I)

FOR PROFESSIONAL SERVICES RENDERED THROUGH 12/31/06:

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>	
12/01/06	CWS	DELP36	Email of our current draft brief to Ms. LewisBell of GM for any input GM may care to provide	0.20
12/01/06	CWS	DELP36	Detailed reading of the brief as edited by Mr. Field, with further editing	4.80
12/01/06	CWS	DELP36	Emails with Mr. Field co-ordinating our efforts	0.60
12/04/06	CWS	DELP36	Continued editing of the brief by supervision of Mr. Field and his work	2.30
12/05/06	TLF	DELP36	Study current version of draft of Preliminary Statement section of Delphi's appellee brief to determine whether this section can be revised to further condense it	1.20

004588
00013
01/22/07Invoice Number 1642565
Page 2

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>	
12/05/06	TLF	DELP36	Study and revise Statement of the Case section of draft of Delphi's appellee brief	1.70
12/05/06	TLF	DELP36	Study and revise Statement of Facts section of draft of Delphi's appellee brief	1.90
12/05/06	TLF	DELP36	Study and revise Argument section of draft of Delphi's appellee brief	2.10
12/05/06	CWS	DELP36	Email to Mr. Cosnowski explaining editing of the brief by Mr. Field	0.40
12/05/06	CWS	DELP36	Email to Mr. Cosnowski that we will change our caption by court direction	0.20
12/05/06	CWS	DELP36	Painstaking review of a court order revising the caption in obscure fashion, resulting in detailed editing of the caption	0.80
12/05/06	CWS	DELP36	Co-ordination with Mr. Field by e-mail to assure meeting our deadline date for our brief, including review by e-mail of the editing he's done insofar as he characterizes it in the e-mail	0.60
12/06/06	CWS	DELP36	Further email to Mr. Field to advise of the nature of the summary of the argument relative to the issue presented	0.40
12/06/06	TLF	DELP36	Study and revise Argument section of draft of Delphi's appellee brief to sharpen handling of the Invitrogen and Lizardtech cases	3.80
12/06/06	TLF	DELP36	Study and revise Summary of the Argument section of draft of Delphi's appellee brief	1.80
12/06/06	CWS	DELP36	Continued editing of the Delphi appeal brief	3.30
12/06/06	CWS	DELP36	Direction to staff toward being ready for the binding, filing and service of our brief	0.50

004588
00013
01/22/07Invoice Number 1642565
Page 3

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>	
12/06/06	CWS	DELP36	E-mail to Mr. Cosnowski with a seven point explanation of our editing of the brief including a word count and comparison to the allowed limit to assure compliance	0.80
12/07/06	TLF	DELP36	Study and revise draft of Delphi's appellee brief to ensure correct form of case and record citations	2.40
12/07/06	TLF	DELP36	Add to draft of Delphi's appellee brief parallel case citations to United States Patent Quarterly as required by Federal Circuit rules	1.00
12/07/06	CWS	DELP36	Continued direction of staff toward getting ready for the binding, filing and service of our brief	0.30
12/07/06	CWS	DELP36	Email with co-counsel of our draft brief, to permit them to use portions at their will	0.20
12/08/06	CWS	DELP36	Email with Mr. Cosnowski to get his final editing	0.30
12/09/06	CWS	DELP36	Reading of the brief of our co-counsel toward analyzing whether we should request editing from them to help our cause	1.60
12/10/06	CWS	DELP36	Continued detailed editing of the brief, working item by item through case record citations, case citations, headings and the like	6.20
12/10/06	CWS	DELP36	Email with co-counsel requesting another version of our brief and providing it	0.30
12/11/06	CWS	DELP36	Continued careful, final editing through completion of the brief	6.40
12/11/06	CWS	DELP36	Arranging for the printing, service, filing and distribution of copies of the brief	1.10
12/11/06	CWS	DELP36	Emails with Mr. Cosnowski of Delphi to get final input and explain arrangements for printing, filing and service	0.60
12/11/06	CWS	DELP36	Emails to Ms. Lewis Bell of General Motors	0.40

004588
00013
01/22/07Invoice Number 1642565
Page 4

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>	
12/11/06	CWS	DELP36	Emails with co-counsel for other defendants, sending our brief for any input and advising of the nature of revisions	0.60
12/11/06	TLF	DELP36	Conferral with Mr. Shifley concerning final issues regarding Delphi's appellee brief	0.10
12/11/06	TLF	DELP36	Study and revise final version of Delphi's appellee brief	1.50
12/11/06	TLF	DELP36	Conferral with Mr. Shifley concerning final revisions to Delphi's appellee brief	0.10
12/11/06	CWS	DELP36	Quickly skimming the revision of our co-counsel's brief as sent December 10th	0.40
12/12/06	CWS	DELP36	Emails and calls with our printing service getting them revisions they need	1.20
12/13/06	CWS	DELP36	Confirmation of filing and service of our brief	0.80
12/14/06	CWS	DELP36	Follow-up as a result of lack of receipt of copies of our brief and Joint Defendants brief	1.20
12/15/06	CWS	DELP36	Handling a call from a clerk's office "Christy" at the Federal Circuit about a notice of a deficiency in our brief	0.50
12/15/06	CWS	DELP36	Email with Mr. Rueh attempting to get co-counsel's filed brief	0.20
12/18/06	CWS	DELP36	Updating Mr. Field on the state of his appearance filing	0.20
12/18/06	CWS	DELP36	Call to the Federal Circuit court to determine if co-counsel met their filing deadline, determining that they did	0.30
12/18/06	CWS	DELP36	E-mails with Ms. Lewis-Bell at GM as requested by Mr. Cosnowski, and to provide our brief as filed	0.30
12/18/06	CWS	DELP36	E-mail to accomplish docketing of the remaining dates of the appeal	0.30

004588
00013
01/22/07Invoice Number 1642565
Page 5

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>	
12/18/06	CWS	DELP36	E-mails with Mr. Patel and Mr. Cosnowski getting and sending Joint Defendants' brief	0.40
12/18/06	CWS	DELP36	Reading Joint Defendants brief as filed in relation to our brief, noting their useful "plagarism" of portions of our brief and absence of contradiction	1.60
12/18/06	CWS	DELP36	Handling e-mail with Mr. Andrew Zsoldos about our handling of our invoices through SIMS and by copies, alerting him to the Fee Committee directions that we not "paper" them	1.10
12/19/06	CWS	DELP36	Assuring Mr. Field's proper appearance in the court records	0.30
12/20/06	CWS	DELP36	Extended handling of a notice of rejection of our brief, including reading of the notice, checking court rules, comparing signature with notes of a call from the court, resolving against action and advising Mr. Cosnowski and opposing counsel by e-mail of the resolution	1.70
12/20/06	CWS	DELP36	Instructions to staff to gather additional needed materials for oral argument	0.60
12/20/06	CWS	DELP36	Beginning analysis of available approaches to handling a need for an enlarged oral argument	0.40
12/21/06	CWS	DELP36	Completion of a correct Axx-page-searchable electronic appendix, for continued efficient handling of appeal including oral argument	1.60
12/28/06	CWS	DELP36	E-mails about a settlement offer and a newly filed ATI case	0.40
TOTAL HOURS			64.00	

TIMEKEEPER TIME SUMMARY:

Timekeeper	Hours	Rate	Value
------------	-------	------	-------

004588
00013
01/22/07

Invoice Number 1642565
Page 6

Ted Field	17.60	at	\$215.00	=	3,784.00
Charles W. Shifley	46.40	at	\$435.00	=	20,184.00

CURRENT FEES	23,968.00
--------------	-----------

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Copies and binding for 3 briefs	13.95
Computer Assisted Research - Westlaw	20.52
Photocopies at \$.10 per page	72.90
Telephone charges	13.09
Courier charges	308.73

CURRENT EXPENSES	429.19
------------------	--------

TOTAL THIS MATTER	<u>24,397.19</u>
-------------------	------------------

TOTAL AMOUNT THIS INVOICE	<u>US \$24,397.19</u>
---------------------------	-----------------------

For wiring payment, please use the following bank information. SunTrust Bank, 1445 New York Avenue, N.W., Washington, DC 20005, (800) 947-3786; ABA Number: 061000104; Account Number: 514342. Please indicate client, matter and invoice numbers with wire remittance.

Exhibit J



BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAW

Suite 3000
10 South Wacker Drive
Chicago, IL 60606

Tel: 312.463.5000
Fax: 312.463.5001
www.bannerwitcoff.com

FEIN # 36-4008943

Delphi Technologies, Inc.
Mr. Cosnowski
Legal Staff - Intell. Property
P.O. Box 5052
MC: 480-414-420
Troy, MI 48007-5052

Invoice Number 1645264
Invoice Date 02/21/07
Client Number 004588
Matter Number 00013

RE: 00013 Automotive Technologies v. BMW of North America, et al.
Case No. 01-71700
Delphi File No. 2001-000762 (ATI I)

FOR PROFESSIONAL SERVICES RENDERED THROUGH 01/31/07:

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>	
01/01/07	CWS	DELP36	Locating and reviewing a new complaint filed by ATI and an e-mail from them with following e-mail to Mr. Cosnowski to advise him of a "settlement offer" and the alleged new complaint	0.90
01/02/07	CWS	DELP36	Providing Ms. Janis Jankowski with an estimate of our unbilled fees and expenses for work performed in 2006, as requested, on time	0.40
01/05/07	CWS	DELP36	Uploading invoices into SIMS	0.30
01/09/07	CWS	DELP36	Noting a new schedule for fee application review by reason on an e-mail from Ms. Jjingo	0.30

004588
00013
02/21/07Invoice Number 1645264
Page 2

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>	
01/12/07	CWS	DELP36	Adding attachments to a submission in SIMS to provide code and disbursement backup information	0.40
01/15/07	CWS	DELP36	Handling an ATI lawyer's paralegal's request for information by review of filed materials and e-mail	0.90
01/15/07	CWS	DELP36	With Mr. Patel, planning possible options for oral argument length and participants including planning for negotiations with our two co-counsel and our opposing counsel and beginning negotiations by an e-mail proposal and plan to call Calsonic's counsel	2.60
01/19/07	CWS	DELP36	Noting Mr. Baniak's change of address and updating firm records	0.30
01/24/07	CWS	DELP36	Review and e-mails on the deadline to challenge fee committee recommendations to assure no deadline is missed and get any information that can be provided, since none has been provided	1.00
01/24/07	CWS	DELP36	Conferral with our opposing lawyer Mr. Baniak at his initiation on the subjects of appeal	0.40
01/25/07	CWS	DELP36	Extended analysis of the "Yellow Brief," the reply brief filed by appellant ATI, including its arguments, case citations, citations to our expert's deposition testimony and the like, including examination of the case and testimony	5.40
01/25/07	CWS	DELP36	E-mail to Mr. Cosnowski that the Yellow Brief is in, sending it as a pdf and providing brief comments	0.30
01/25/07	CWS	DELP36	Exchanging a CD of a pdf copy of our joint appendix with Mr. Baniak in exchange for him providing pdfs of his briefs	0.40
01/25/07	CWS	DELP36	Directing a new docketing date for the last brief in the case	0.30

004588
00013
02/21/07Invoice Number 1645264
Page 3

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>	
01/26/07	BJP	DELP36	Review of ATI's reply; consider response to ATI's position that Delphi's expert Hensler was tasked with developing a commercially viable sensor; review Hensler's transcript regarding the same; confer regarding strategy for handing the oral argument and dividing up the response time with the co-defendants	3.20
01/26/07	CWS	DELP36	In further review of the Yellow Brief, conferral with Mr. Patel about the deposition testimony of Mr. Hensler	1.40
01/30/07	CWS	DELP36	Brief email to Ms. Lewis-Bell of GM sending the Yellow Brief and advising about the current schedule	0.30
01/31/07	CWS	DELP36	Continued study of the Yellow Brief	1.20
			TOTAL HOURS	<u>20.00</u>

TIMEKEEPER TIME SUMMARY:

Timekeeper	Hours	Rate	Value
Binal J. Patel	3.20	at \$320.00 =	1,024.00
Charles W. Shifley	16.80	at \$435.00 =	7,308.00
CURRENT FEES			<u>8,332.00</u>

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Printing and service of the Delphi brief by Wilson-Epes Printing Co., Inc.	1,202.00
Photocopies at \$.10 per page	11.30
Courier charges	<u>93.42</u>
CURRENT EXPENSES	
	1,306.72
TOTAL THIS MATTER	
	9,638.72

004588
00013
02/21/07

Invoice Number 1645264
Page 4

TOTAL AMOUNT THIS INVOICE

US \$9,638.72

For wiring payment, please use the following bank information. SunTrust Bank, 1445 New York Avenue, N.W., Washington, DC 20005, (800) 947-3786; ABA Number: 061000104; Account Number: 514342. Please indicate client, matter and invoice numbers with wire remittance.

Exhibit K



BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAW

TEN SOUTH WACKER DRIVE
SUITE 3000
CHICAGO, ILLINOIS 60606-7407

TEL: 312.463.5000
FAX: 312.463.5001
www.bannerwitcoff.com

CHARLES W. SHIFLEY
DIRECT DIAL: (312) 463-5441
CSHIFLEY@BANNERWITCOFF.COM

November 17, 2006

VIA COURIER

Robert J. Rosenberg, Esq.
Latham & Watkins LLP
885 Third Avenue
New York, NY 10022-4802
(Counsel to Unsecured Creditors Committee)

Marissa Wesley, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
(Counsel for Prepetition Credit Facility Agent)

Marlane Melican, Esq.
Davis Polk & Wardell
450 Lexington Avenue
New York, NY 10017
(Counsel to Postpetition Credit Facility Agent)

Re: Delphi Corporation et al. - Chapter 11 Proceedings
Monthly Statement of Fees and Disbursements

Dear Robert, Marissa and Marlane:

We recently submitted, through the electronic system called SIMS, our monthly statement for legal services rendered to the above referenced debtors and debtors-in-possession (collectively the "Debtors") and for reimbursement of expenses incurred in connection with such representation from October 1, 2006 through October 31, 2006 (the "Fee Period").

The total invoice for the Fee Period is \$13,422.49, which is composed of (i) \$13,421.50 for fees and (ii) \$0.99 for expenses.

CHICAGO, IL
WASHINGTON, DC
BOSTON, MA
PORTLAND, OR

Robert J. Rosenberg, Esq.
Marissa Wesley, Esq.
Marlane Melican, Esq.
November, 17 2006
Page 2

Enclosed please find a copy of the invoice. Please feel free to contact me with any questions.

Very truly yours,


Charles W. Shifley

CWS/tkw
Enclosure

cc: John Wm. Butler, Jr., Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive
Suite 2100
Chicago, Illinois 60606
(Counsel to Debtors)

Delores De Elizalde
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
(Counsel to Debtors)

BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAWTEL: 312.463.5000
FAX: 312.463.5001
www.bannerwitcoff.comCHARLES W. SHIFLEY
DIRECT DIAL: (312) 463-5441
cshifley@bannerwitcoff.com

December 12, 2006

VIA COURIER

Robert J. Rosenberg, Esq.
 Latham & Watkins LLP
 885 Third Avenue
 New York, NY 10022-4802
 (Counsel to Unsecured Creditors Committee)

Marissa Wesley, Esq.
 Simpson Thacher & Bartlett LLP
 425 Lexington Avenue
 New York, NY 10017
 (Counsel for Prepetition Credit Facility Agent)

Marlane Melican, Esq.
 Davis Polk & Wardell
 450 Lexington Avenue
 New York, NY 10017
 (Counsel to Postpetition Credit Facility Agent)

Re: Delphi Corporation et al. - Chapter 11 Proceedings
 Monthly Statement of Fees and Disbursements

Dear Robert, Marissa and Marlane:

We recently submitted, through the electronic system called SIMS, our monthly statement for legal services rendered to the above referenced debtors and debtors-in-possession (collectively the "Debtors") and for reimbursement of expenses incurred in connection with such representation from November 1, 2006 through November 30, 2006 (the "Fee Period").

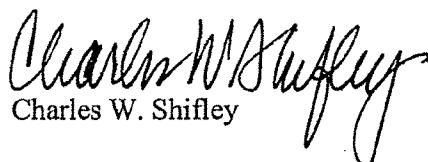
The total invoice for the Fee Period is \$39,934.84, which is composed of (i) \$39,909.50 for fees and (ii) \$25.34 for expenses.

CHICAGO, IL
 WASHINGTON, DC
 BOSTON, MA
 PORTLAND, OR

Robert J. Rosenberg, Esq.
Marissa Wesley, Esq.
Marlane Melican, Esq.
December 12, 2006
Page 2

Enclosed please find a copy of the invoice. Please feel free to contact me with any questions.

Very truly yours,


Charles W. Shifley

CWS/tkw
Enclosure

cc: John Wm. Butler, Jr., Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive
Suite 2100
Chicago, Illinois 60606
(Counsel to Debtors)

Delores De Elizalde
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
(Counsel to Debtors)



BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAW

TEN SOUTH WACKER DRIVE
SUITE 3000
CHICAGO, ILLINOIS 60606-7407

TEL: 312.463.5000
FAX: 312.463.5001
www.bannerwitcoff.com

CHARLES W. SHIFLEY
DIRECT DIAL: (312) 463-5441
CSHIFLEY@BANNERWITCOFF.COM

January 25, 2007

VIA COURIER

William Cosnowski
Michele Piscitelli
Legal Staff – Intellectual Property
Delphi Technologies, Inc.
World and North American Headquarters
5725 Delphi Drive
Troy, Michigan 48098-2815

Robert J. Rosenberg, Esq.
Latham & Watkins LLP
885 Third Avenue
New York, NY 10022-4802
(Counsel to Unsecured Creditors Committee)

Marissa Wesley, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
(Counsel for Prepetition Credit Facility Agent)

Marlane Melican, Esq.
Davis Polk & Wardell
450 Lexington Avenue
New York, NY 10017
(Counsel to Postpetition Credit Facility Agent)

Re: Delphi Corporation et al. - Chapter 11 Proceedings
Monthly Statement of Fees and Disbursements

Dear Will, Michele, Robert, Marissa and Marlane:

We recently submitted, through the electronic system called SIMS, our monthly statement for legal services rendered to the above referenced debtors and debtors-in-possession (collectively the "Debtors") and for reimbursement of expenses incurred in connection with such representation from December 1, 2006 through December 31, 2006 (the "Fee Period").

CHICAGO, IL
WASHINGTON, DC
BOSTON, MA
PORTLAND, OR

William Cosnowski
Michele Piscitelli
Robert J. Rosenberg
Marissa Wesley
Marlane Melican
January 25, 2007
Page 2

The total invoice for the Fee Period is \$24,397.19, which is composed of (i) \$23,968.00 for fees and (ii) \$429.19 for expenses.

Enclosed please find a copy of the invoice. Please feel free to contact me with any questions.

Very truly yours,



Charles W. Shifley

CWS/tkw
Enclosure

cc: John Wm. Butler, Jr., Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive
Suite 2100
Chicago, Illinois 60606
(Counsel to Debtors)

Delores De Elizalde
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
(Counsel to Debtors)



BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAW

TEN SOUTH WACKER DRIVE
SUITE 3000
CHICAGO, ILLINOIS 60606-7407

TEL: 312.463.5000
FAX: 312.463.5001
www.bannerwitcoff.com

CHARLES W. SHIFLEY
DIRECT DIAL: (312) 463-5441
CSHIFLEY@BANNERWITCOFF.COM

February 26, 2007

VIA COURIER

William Cosnowski
Michele Piscitelli
Legal Staff – Intellectual Property
Delphi Technologies, Inc.
World and North American Headquarters
5725 Delphi Drive
Troy, Michigan 48098-2815

Robert J. Rosenberg, Esq.
Latham & Watkins LLP
885 Third Avenue
New York, NY 10022-4802
(Counsel to Unsecured Creditors Committee)

Marissa Wesley, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
(Counsel for Prepetition Credit Facility Agent)

Marlane Melican, Esq.
Davis Polk & Wardell
450 Lexington Avenue
New York, NY 10017
(Counsel to Postpetition Credit Facility Agent)

Re: Delphi Corporation et al. - Chapter 11 Proceedings
Monthly Statement of Fees and Disbursements

Dear Will, Michele, Robert, Marissa and Marlane:

We recently submitted, through the electronic system called SIMS, our monthly statement for legal services rendered to the above referenced debtors and debtors-in-possession (collectively the "Debtors") and for reimbursement of expenses incurred in connection with such representation from January 1, 2007 through January 31, 2007 (the "Fee Period").

CHICAGO, IL
WASHINGTON, DC
BOSTON, MA
PORTLAND, OR

William Cosnowski
Michele Piscitelli
Robert J. Rosenberg
Marissa Wesley
Marlane Melican
February 26, 2007
Page 2

The total invoice for the Fee Period is \$9,638.72, which is composed of (i) \$8,332.00 for fees and (ii) \$1,306.72 for expenses.

Enclosed please find a copy of the invoice. Please feel free to contact me with any questions.

Very truly yours,



Charles W. Shifley

CWS/tkw
Enclosure

cc: John Wm. Butler, Jr., Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive
Suite 2100
Chicago, Illinois 60606
(Counsel to Debtors)

Delores De Elizalde
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
(Counsel to Debtors)

Exhibit L

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that he caused a copy of the foregoing FOURTH INTERIM APPLICATION OF BANNER & WITCOFF, LTD., INTELLECTUAL PROPERTY COUNSEL TO DELPHI CORPORATION, SEEKING ALLOWANCE AND PAYMENT OF INTERIM COMPENSATION AND REIMBURSEMENT OF EXPENSES UNDER 11 U.S.C. SECTIONS 330 AND 331, AND HEARING ON JUNE 21, 2007, AND OBJECTION DEADLINE ON JUNE 14, 2007 to be served upon the following attorneys by Courier:

Office of the United States Trustee
For the Southern District of New York
33 Whitehall Street, Suite 2100
New York, NY 10004
Attn: Alicia M. Leonhard, Esq.

Delphi Corporation
5725 Delphi Drive
Troy, MI 48098
Attn: Joseph Papelian, Esq.

Delphi Corporation
5725 Delphi Drive
Troy, MI 48098
Attn: John D. Sheehan

Skadden, Arps, Slate, Meagher & Flom,
LLP
333 West Wacker Drive
Suite 2100
Chicago, IL 60606
Attn: John Wm. Butler, Jr., Esq.

Delphi Corporation
5725 Delphi Drive
Troy, MI 48098
Attn: David M. Sherbin, Esq.

GE Plastics, Americas
9930 Kincey Avenue
Huntersville, NC 28078
Attn: Valeria Venable

Skadden, Arps, Slate, Meagher & Flom,
LLP
Four Times Square
New York, NY 10036
Attn: Janine M. Jjingo, Esq.

Latham & Watkins LLP
885 Third Avenue
New York, NY 10022-4802
Attn: Robert J. Rosenberg, Esq.

And by e-mail notice of the filing (including all exhibits) of and the hearing on this application to the parties listed on the 2002 List located at www.delphidocket.com as of the date hereof:

Date: March 23, 2007

By:

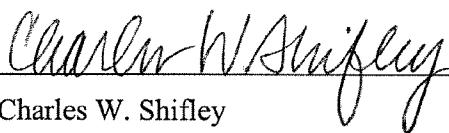

Charles W. Shifley

Exhibit M

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
----- x

ORDER GRANTING FOURTH INTERIM APPLICATION OF BANNER & WITCOFF, LTD.,
INTELLECTUAL PROPERTY COUNSEL TO DELPHI CORPORATION, FOR
ALLOWANCE OF INTERIM COMPENSATION AND REIMBURSEMENT OF EXPENSES

Upon consideration of the fourth interim application of Banner & Witcoff, Ltd. for allowance of interim compensation and reimbursement of expenses (the "Third Interim Banner Application") for professional services and expenses incurred during the period commencing October 1, 2006 through January 31, 2007; and a hearing having been held before this court to consider the Third Interim Banner Application on June 21, 2007; and notice having been given pursuant to the Federal Rules of Bankruptcy Procedure 2002(a)(7) and (c)(2); and due consideration having been given to any responses thereto; and sufficient cause having been shown therefore, it is hereby:

ORDRED that the Fourth Interim Banner Application is granted to the extent set forth in Schedule "A."

Dated: June 21, 2007
New York, New York

United States Bankruptcy Judge
Southern District of New York

Case No. 05-4481 (RDD)
Case name: Delphi Corporation

CURRENT FEE PERIOD: October 1, 2006 through January 31, 2007

Applicant	Date/Document No. of Application	Fees Requested	Fees Awarded	Expenses	Expenses Awarded
Banner & Witcoff, Ltd.					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
X					
SCHEDULE A(1)					

DATE: June 21, 2007

INITIALS:

USBJ